

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

Contract ID Code

Page 1 of Pages 3

2. Amendment/Modification No. 0007	3. Effective Date Jun 9, 2008	4. Requisition/Purchase Req. No. NWWG9500-8-41030	5. Project No. (if applicable)
6. Issued By NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPS53 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000 WILLIAM L. VOITK 301-713-3525x196		7. Administered By (If other than Item 6) SEE BLOCK 6	
8. Name and Address of Contractor (No., Street, County, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 921211578		9A. Amendment of Solicitation No. 9B. Date (See Item 11) 10A. Modification of Contract/Order No. QA1330-05-CQ-1035 10B. Date (See Item 13) May 11, 2005	
Code		Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
\$ US 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

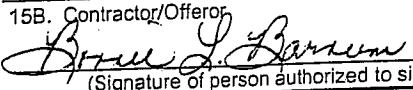
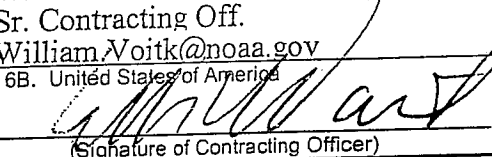
(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
X	C. This supplemental agreement is entered into pursuant to authority of: Service Contract Act and Mutual agreement between parties
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendmen/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Modification 0006, dated 6/5/2008, is hereby rescinded in its entirety.
2. Incorporate Service Contract Act Wage Determination updates, incorporating new rate table reflecting a 3.3% increase for Contract Year 4 beginning 07/01/2008.
3. The following sections have been changed: Bid Schedule; B.3; B.6; G.2; G.5; G.6; H.12; H.20

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name and Title of Signer (Type or Print) Bonnie L. Barnum Sr. Contracts Representative	16A. Name and title of Contracting Officer (Type or Print) WILLIAM L. VOITK Sr. Contracting Off. William.Voitk@noaa.gov	301-713-3525x196
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 4/9/08	16B. United States of America  (Signature of Contracting Officer)
		16C. Date Signed Jun 9, 2008

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

PREVIOUS EDITIONS UNUSABLE

4. As a result of the above changes, replacement pages are attached and shall be used to determine new negotiation baselines.
5. No other changes are made at this time. All other terms and conditions remain the same and in full effect.

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001AA	<p>BASE PERIOD: 07/01/2005 - 06/30/2010</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full five year base period of this contract under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2010</p>	5	YR	NSP	NSP
0002AB	<p>AWARD TERM PERIOD ONE: 07/01/2010 - 06/30/2011</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2011</p>	1	YR	NSP	NSP
0002AC	<p>AWARD TERM PERIOD TWO: 07/01/2011 - 06/30/2012</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2012</p>	1	YR	NSP	NSP
0002AD	<p>AWARD TERM PERIOD THREE: 07/01/2012 - 06/30/2013</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2013</p>	1	YR	NSP	NSP
0002AE	<p>AWARD TERM PERIOD FOUR: 07/01/2013 - 06/30/2014</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2014</p>	1	YR	NSP	NSP
0002AF	<p>AWARD TERM PERIOD FIVE: 07/01/2014 - 06/30/2015</p> <p>Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network for the full option period under separate, funded, task orders.</p> <p>DELIVERY DATE: 06/30/2015</p>	1	YR	NSP	NSP

AWARD / CONTRACT		1. This Contract is a rated order under DPAS (15 CFR 350)	Rating	Page 1 of Pages 43
2. Contract (Proc. Inst. Ident.) No. QA133005CQ1035	3. Effective Date May 11, 2005	4. Requisition / Purchase Request / Project No. NWWG9503-5-23210		
5. Issued By NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPSS3 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000 MARILYN CLARK MXC 228 688-2382 marilyn.clark@noaa.gov		6. Administered By (if other than Item) See Item 5		

7. Name and address of Contractor (No., Street, City, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 92121 1578	Vendor ID: 00004157 DUNS: 148095086 CEC: Cage Code: 0T5L1 TIN: 953630868	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
		9. Discount for prompt payment
		10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: Item AJ800023

Code	Facility Code	12. Payment will be made by CENTRAL ADMIN SUPPORT CENTER /CC 601 EAST 12TH STREET KANSAS CITY, MO 64106	Code AJ800023
11. Ship To / Mark For See Schedule			

13. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C() <input type="checkbox"/> 41 U.S.C. 253 (C)()	14. Accounting and Appropriation Data See Schedule
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15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	DUNS # 148095086 POC: Technical Assistant 228-688-2823 Period of Performance: 5 Years (7/1/2005 – 6/30/2010), with 5 Award Term Years				

15G. TOTAL AMOUNT OF CONTRACT US\$ 500,000,000.00

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Contracting Officer will complete item 17 or 18 as applicable

7. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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A. Name and Title of Signer (Type or Print)	20A. Name of Contracting Officer MARILYN CLARK 228 688-2382 marilyn.clark@noaa.gov
3. Name of Contractor	20B. United States of America
(Signature of person authorized to sign)	By _____ (Signature of Contracting Officer)
19C. Date Signed	20C. Date Signed

THORIZED FOR LOCAL REPRODUCTION

Supplies or Services and Prices/Cost

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Provide all necessary labor and materials to operate and maintain the NOAA NOAA/NWS/NDBC Integrated Ocean Observing Systems (IOOS).	TBD	TBD	TBD	NTE 500,000,000.00
0001AA	Base Period of Contract			NSP	NSP

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B.1 SERVICES TO BE ACQUIRED

The contractor shall furnish the necessary management, personnel, facilities, and equipment (unless furnished by the Government) to provide Performance-Based Technical Services to Operate and Maintain the Marine Observation network for the National Data Buoy Center (NDBC) at Stennis Space Center, MS. Services will be defined and priced on individual task orders. Task orders may be firm-fixed price or cost plus fixed fee. Since this is a performance based contract, incentives and disincentives shall be proposed by the contractor and negotiated/accepted by the Government on each task order. Further, this contract provides an Award-Term Incentive with measurements proposed by the contractor and negotiated/accepted by the Government. Attached to this solicitation is a Statement of Objectives (SOO). By responding to this solicitation, it is understood and agreed the scope of this effort is in broad terms defined by the SOO. The proposal in response to this solicitation may be incorporated in full or in part into this contract. The NAICS code for this solicitation is 561210-Facility Support Services.

B.2 1352.216-70 CONTRACT TYPE (MAR 2000)

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for services. As stated above, task orders will be issued as firm-fixed price or cost plus fixed fee. The Contracting officer will determine task order type on a case-by-case basis after completing a risk analysis. This IDIQ contract consists of a single five (5) year base period from 07/01/2005 to 06/30/2010 and five (5) Award-Term one-year options subject to the limitations stated in Section H.

B.3 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MAR 2000)

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$250,000.00. The amount of all orders shall not exceed \$500,000,000. This contract ceiling includes the base period and any award-term option years.

B.4 1352.216-75 LEVEL OF EFFORT (COST PLUS FIXED FEE TERM CONTRACT) (MAR 2000)

a. In performance of the effort directed in cost plus fixed fee task orders, the Contractor shall provide the total of Direct Productive Labor Hours (DPLH) as specified in the task order during the term specified in the task order. DPLH is defined as actual work hours exclusive of vacation, holidays, sick leave, and other absences.

b. Only the DPLH categories indicated in the task order shall be charged directly to the task order.

c. The hours specified in the task order will be provided as estimates only. If the actual amount of hours incurred falls within 90% to 110% of this estimate, the fee shall not be adjusted.

d. In the event that the Contractor shall be required to provide less than 90% of the estimated DPLH, the fixed fee of the contract shall be equitably adjusted by unilateral modification to the contract. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 90% of the estimated DPLH, calculated as follows:

DPLH Actually Provided X Specified Fixed Fee = Adjusted Fixed Fee

SECTION B

(90% X Estimated DPLH)
e. In the event that the Contractor shall be required to provide more than 110% of the estimated DPLH, the fixed fee of the task order shall be equitably adjusted by unilateral modification to the task order. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 110% of the estimated DPLH, calculated as follows:

$$\text{DPLH Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted Fixed Fee} \\ (110\% \times \text{Estimated DPLH})$$

f. These terms and conditions do not supersede the requirements of either FAR clause 52.232-20 - Limitation of Cost, FAR clause 52.232-22 - Limitation of Funds, or FAR clause 52.216-8 - Fixed Fee.

B.5 FIRM FIXED PRICE TASK ORDERS

The contractor shall establish a total firm fixed price for this task orders designated as such.

B.6 RATE SCHEDULE FOR BASE PERIOD

In order to facilitate the negotiation of task orders, the contractor shall be required to propose a set of firm fixed price rates and cost plus fixed fee rates for each labor category listed below. The rate shall be fully burdened including profit/fee. The rate shall be fixed for the first year of the base period of the contract. The contractor shall propose an escalation rate to be applied for each additional year in the base period.

Position Number	Labor Category - offeror can find Definitions of these labor categories in
	The Staffing Description Guide located in Section J of this solicitation.
A*	Program Manager
B*	Project Manager
1	Mechanical Engineer
2	Senior Ocean Engineer
3	Ocean/Mechanical Engineer
4	Configuration Management Specialist
5	Senior Program Analyst
6	Senior Electronics Engineer
7	Electronics Engineer
8	Senior Systems Engineer
9	Systems Engineer
10	Senior Software Engineer
11	Software Engineer
12	Drafter IV
13	Drafter III
14	Drafter II
15	Electronics Engineer
16	Engineering Technician VI
17	Engineering Technician V
18	Engineering Technician IV
19	Engineering Technician III
20	Electronics Technician, Maintenance III
21	Electronics Technician, Maintenance II
22	Electronics Technician, Maintenance I
23	Maintenance Machinist

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24 Maintenance Trades Helper
25 Computer Systems Analyst II
26 Computer Systems Analyst I
27 Network Systems Analyst
28 Database Administrator
29 Programmer Analyst III
30 Programmer Analyst II
31 Programmer Analyst I
32 Web Programmer Analyst
33 Senior Data Analyst
34 Data Analyst I
35 Data Analyst II
36 Senior Meteorologist
37 Meteorologist II
38 Meteorologist III
39 Senior Oceanographer
40 Oceanographer II
41 Scientific Systems Analyst
42 Environmental Scientist
43 Data Reduction Analyst II
44 Logistics Specialist
45 Logistics Clerk
46 Illustrator III
47 Senior Quality Assurance Specialist
48 Quality Assurance Specialist
49 Production Control Clerk
50 Word Processor III
51 Consultant
52 Sr Financial Analyst
53 Jr Financial Analyst
54 Purchasing/Contract Specialist
55 Administrative Asst/Secretary III
56 Sr Oceanographer V On Site
57 Sr Systems Engineer IV On Site
58 Sr Systems Engineer V On Site
59 Sr Acoustician IV On Site
60 Reliability Engineer On Site
61 Sr Scientist III On Site
62 Sr Scientist IV On Site
63 Sr Scientist V On Site
64 Sr Scientist VI On Site
65 Mechanical Engineer IV On Site
66 Chief Engineer On Site
67 Hydrographer On Site
68 Project Manager On Site
69 Environmental Scientist On Site
70 Electronics Engineer On Site
71 Systems Engineer On Site
72 Software Engineer On Site
73 Drafter IV On Site
74 Computer Systems Analyst On Site
75 Programmer Analyst II On Site
76 Programmer Analyst I On Site
77 Web Designer/Java Programmer On Site
78 Web Programmer Analyst On Site
79 Data Programmer On Site
80 Data Manager On Site
81 Data Analyst I On Site
82 Mechanical Engineer I On Site
83 Oceanographer I On Site
84 Sr Oceanographer V On Site

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85 Ocean Instrument Specialist On Site
 86 Ocean Engineer On Site
 87 Ocean Operations/Logistics On Site
 88 Project Controller On Site
 89 Sr Oceanographer On Site
 90 Oceanographer III On Site
 91 Sr Ocean Engineer On Site
 92 Sr Systems Engineer On Site
 93 Ocean/Mechanical Engineer On Site
 94 Mechanical Engineer I On Site
 95 Engineering Technician VI On Site
 East
 96 Engineering Technician VI On Site
 West
 97 Engineering Technician V On Site East
 98 Engineering Technician V On Site West
 99 Engineering Technician IV On Site
 East
 100 Engineering Technician IV On Site
 West
 101 Engineering Technician III On Site
 East
 102 Engineering Technician III On Site
 West
 103 Electronics Tech, Maint III On Site
 East
 104 Electronics Tech, Maint III On Site
 West
 105 Electronics Tech, Maint II On Site
 East
 106 Electronics Tech, Maint II On Site
 West
 107 Electronics Tech, Maint I On Site
 East
 108 Electronics Tech, Maint I On Site
 West
 109 Maintenance Machinist On Site East
 110 Maintenance Machinist On Site West
 111 Maintenance Trades Helper On Site
 East
 112 Maintenance Trades Helper On Site
 West
 113 Drafter IV On Site East
 114 Drafter IV On Site West
 115 Drafter III On Site East
 116 Drafter III On Site West
 117 Drafter I On Site East
 118 Drafter I On Site West
 119 RSC Site Manager On Site East
 120 RSC Site Manager On Site West
 121 Data Systems Architect
 122 Sr Scientist V On Site

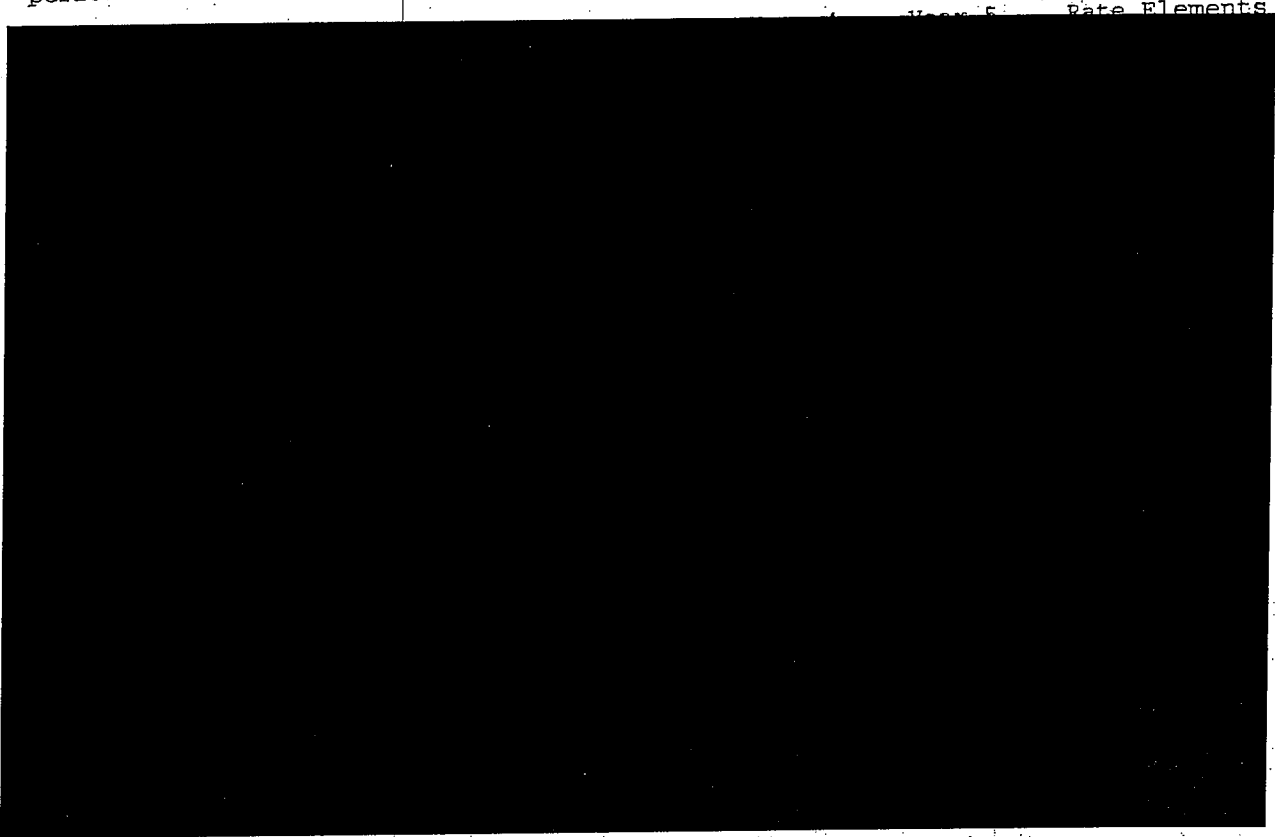
Firm-Fixed Price hourly burdened labor rates are set for the base period of the contract. As agreed to during negotiations, SAIC has not proposed a ceiling on the Direct Labor Rates for Cost Plus Fixed Fee task orders. The Direct Labor for these tasks shall be billed at actual costs. In contrast, the indirect rates shall have ceilings. Each SAIC company and division will have its own composite ceiling rate for each labor category and there will be no averaging or selecting the higher composite rate for the labor charged to the task. These ceilings are the sum of the individual components (Overhead, Fringe, G&A,

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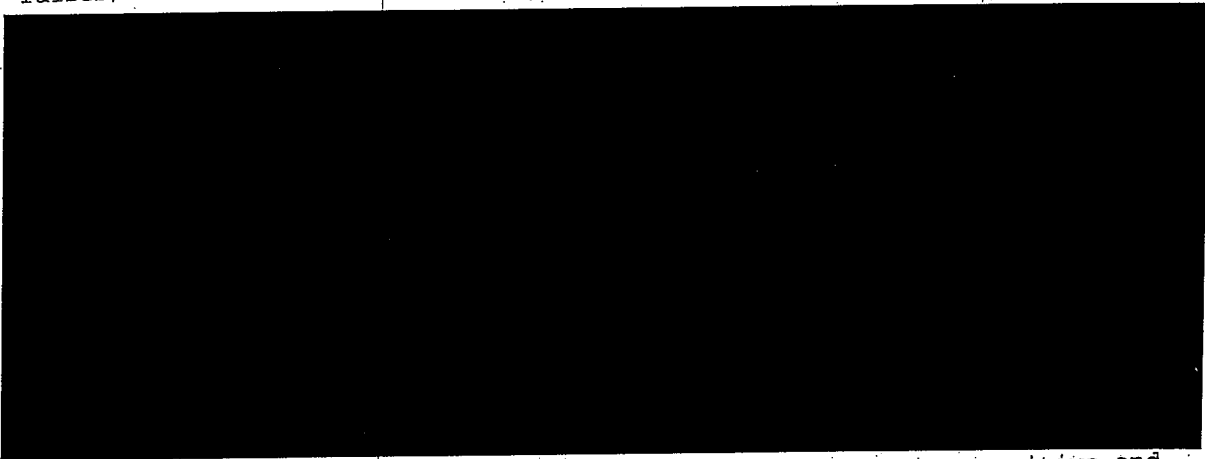
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SCA Premium) and are not the wrap rates. The following table documents these ceiling composite rates for each SAIC Company and Division during the base period of this contract:

Year 5 Rate Elements



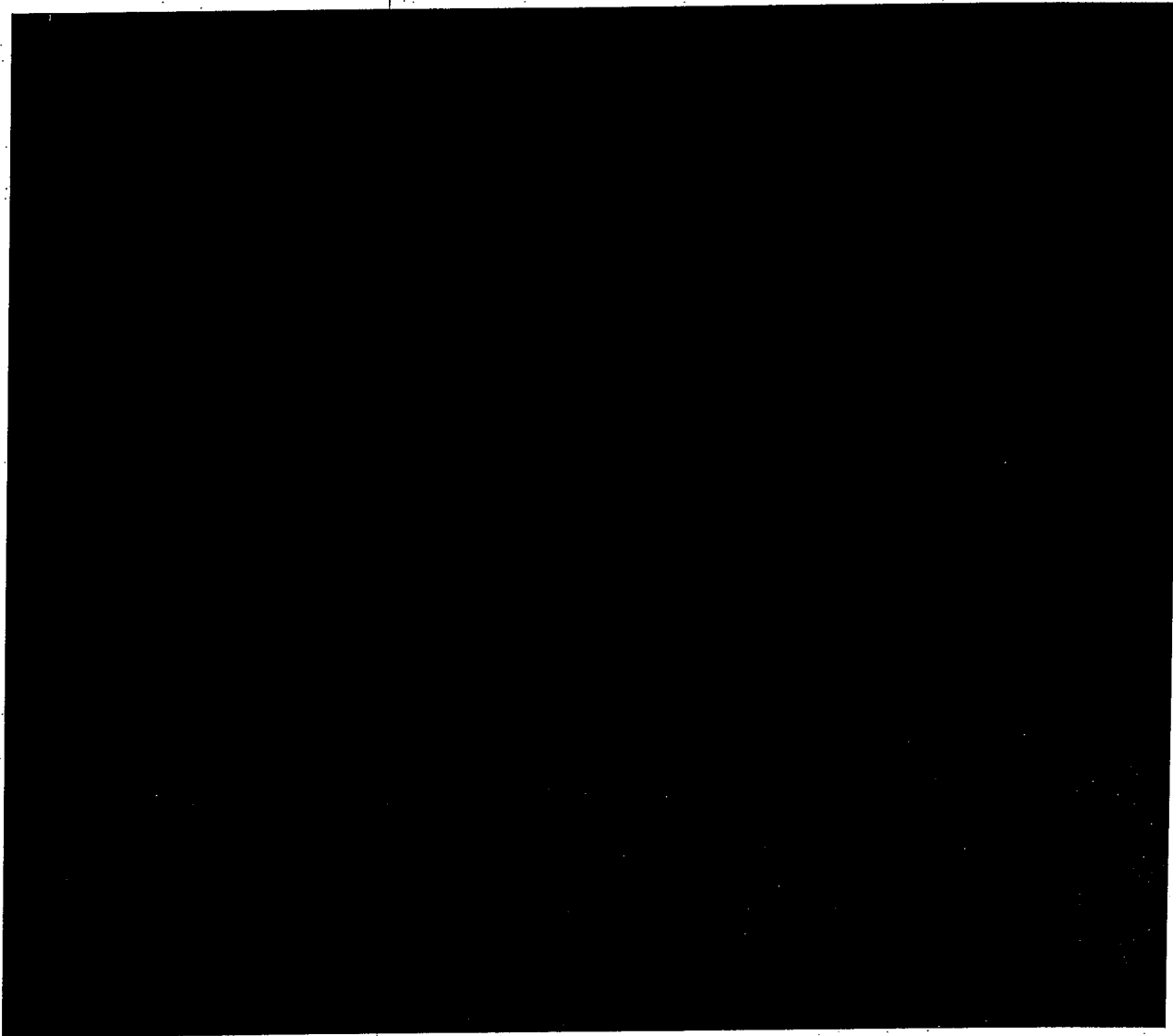
For years two through five in the base period, the offeror shall propose an escalation rate. The escalation rate shall be applied to the fixed price and the cost plus fixed fee rates to cover cost of living increases, other pay raises, and Service Contract Act Wage Determination Adjustments.



As proposed, the Fee/Profit structure will include an aggressive positive and negative incentive approach modeled along a traditional "incentive" contract. The fee/profit listed in the table above represents the upper limit of the Government's potential cost/price. The Maximum, Target, and Minimum rates are discussed below. This proposed structure provides a compelling incentive that will motivate effort at the task level.

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B.7 RATE SCHEDULE FOR AWARD-TERM YEARS

Upon successful award of an award-term option year in accordance with Section H of this solicitation, the contractor shall propose a new rate schedule within ninety (90) calendar days.

C.1 1352.237-70 REPORTS (MAR 2000)

a. Progress Reports

The Contractor shall submit, to the Government, a progress report every month after the effective date of the contract. The Contractor shall prepare a progress report advising of the work completed during the performance period, the work forecast for the following period, and the names, titles and number of hours expended for each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor. The report shall also include any additional information--including findings and recommendations--that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.

b. Final Report

Within thirty (30) days of completion of the performance period, the Contractor shall submit, to the Government, a comprehensive draft report containing the Contractor's findings and recommendations. The report shall conform to the requirements of the contract, and include all necessary data, maps and exhibits to support findings and recommendations. It shall include a recapitulation of the amount of hours expended by each of the Contractor's employees, including officials of the Contractor. The report shall also include a brief summary, including short statements on the project's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of the final report. The Contractor shall incorporate the comments into a final report and furnish the Government with three (3) copies within ten (10) calendar days after receipt of the Government's comments.

c. Financial Report for Active Task Orders

The contractor shall provide statements of cost incurred by task order every 2 weeks to the Government. The statement of cost incurred will include a complete list of both Fixed Price and Cost Plus Fixed Fee task orders identified by NDBC Branch and Description of the effort. The report will display all labor and non-labor charges incurred during the two-week period. Finally, the report will show the total amount of labor and non-labor dollars allocated to each task order.

C.2 CONTRACTOR RESPONSE TO THE STATEMENT OF OBJECTIVES

The proposal submitted for this solicitation included a response to the Statement of Objectives (SOO) located in Section J of this contract. Proposal Volume II contained this response and required plans including the Management Plan; Phase-In Plan; Environmental and Safety Plan; Quality Assurance Plan; Small Business Subcontracting Plan; and the Award-Term Incentive Plan. The response to the SOO and the required plans are incorporated into Section J of the contract by reference only.

PACKAGING AND MARKING

D.1 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

D.2 1352.247-71 PACKING FOR OVERSEAS SHIPMENT (MAR 2000)

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

D.3 1352.247-72 MARKING DELIVERABLES (MAR 2000)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:
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SECTION -
DELIVERIES OR PERFORMANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>
<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)

E.3 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
(Reference)

E.4 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
(Reference 46.316)

E.5 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract. Inspection and acceptance will be performed at:

National Data Buoy Center
Building 1100
Stennis Space Center, Mississippi 39529-6000

E.6 PERFORMANCE AND INCENTIVES

Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the Performance-Based Contract for Technical Services for the Operation and Maintenance of the Marine Observation network issued task orders. The Government requires compliance with all contract-level and task order requirements to qualify for incentives. Performance metrics and incentives and disincentives shall be submitted by the Contractor and negotiated/accepted by the Government on all task order proposals over the life of this contract.

The SAIC Incentive Philosophy detailed in Proposal Volume I, Page 81 and 81-A shall form the basis of task level incentives and disincentives on this contract.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov> <http://farsite.hill.af.mil/vffara.htm>

(End of Clause)

F.2 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)
(Reference 42.1305)

F.3 52.247-34 F.O.B. DESTINATION (NOV 1991)
(Reference 47.303-6)

F.4 1352.215-70 PERIOD OF PERFORMANCE (MAR 2000)

a. The period of performance of this contract is from 07/01/2005 through 06/30/2010. If an award-term option is exercised, the period of performance shall be extended through the end of that option period.

b. The option periods that may be exercised are as follows:

Period	Start Date	End Date
Award-Term Option I	07/01/2010	06/30/2011
Award-Term Option II	07/01/2011	06/30/2012
Award-Term Option III	07/01/2012	06/30/2013
Award-Term Option IV	07/01/2013	06/30/2014
Award-Term Option V	07/01/2014	06/30/2015

(End of clause)

F.5 DELIVERY SCHEDULE

The delivery schedule shall be established on the task orders.

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G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEB 2005)

- a. Technical Assistant is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

National Data Buoy Center
Building 1007, Room 116B
Stennis Space Center, Mississippi 39529-6000
Technical Assistant
228-688-2823

- b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO). The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.
(End of clause)

G.3 1352.216-76 PLACEMENT OF ORDERS (MAR 2000)

The Contractor shall provide services under this Contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

In accordance with FAR 52.216-18, ORDERING, the following individuals (or activities) are authorized to place orders against this contract:

G.4 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MARCH 2000)

The Government property provided to the Contractor for use in the performance of this Contract is described in Section J. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

G.5 GOVERNMENT PROPERTY - FACILITIES USE

In performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities:

National Data Buoy Center
Buildings 3202, 3203, 3203A, 3205, and 3208
Trailers 135, and MPA-1
Stennis Space Center, MS 39529

NDBC Sterling Test Facilities
Sterling, VA

These facilities shall be used and maintained in accordance with FAR 52.245-11 - Government Property (Facilities Use) (APRIL 1984)

G.6 VOUCHERS AND BILLING REQUIREMENTS

- a. All vouchers for all task orders shall be submitted (in two copies) to:

Contracting Officer
National Data Buoy Center
Administrative Building
Stennis Space Center, MS 39529

- b. Payment of all approved vouchers will be made by:

Central Administrative Support Center
601 E. 12th Street, Room 1760
Kansas City, MO 64106

- c. The Contractor may submit, at least monthly or by Contractor accounting period, a billing using "Public Voucher for Purchases and Services Other than Personal," Standard Form 1034.

- d. Payment of all approved vouchers will be made by:

Central Administrative Support Center
601 E. 12th Street, Room 1760
Kansas City, MO 64106

- e. The Contractor may submit, at least monthly or by Contractor accounting period, a billing using "Public Voucher for Purchases and Services Other Than Personal," Standard Form 1034.

H.1 1352.208-70 PRINTING (MAR 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

H.2 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.3 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.4 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

a. In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

b. The Contracting Officer shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.

c. The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the Contracting Officer within ten (10) calendar days a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate/proposed price. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule.

d. Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.

e. Within five (5) working days following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement.

f. Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

g. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.

h. Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

H.6 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)--ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

- (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will--
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report

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the program requirements.

- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

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(i) The failure of the Contractor or subcontractor to comply in good faith with--

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

H.7 1352.228-70 INSURANCE COVERAGE (MAR 2000)

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Property Damage Liability Insurance shall be required in the amount of \$500,000

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000

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per person and \$500,000 per occurrence for bodily injury other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

e. Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

H.8 1352.228-71 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MAR 2000)

The following requirements also apply to this contract:

a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.

b. For any insurance required pursuant to 1352.228-70, Insurance Coverage, the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

H.9 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MAR 2000)

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of a deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

H.10 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.11 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

H.12 1352-237.72 Security Processing For Contractor/Subcontractor Personnel Working On A Department of Commerce Site (Low And Moderate Risk Contracts) (Dec 2006).

A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – Special Agreement Check (SAC)

2. IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)

3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows:

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC) Form OFI-86C, to be processed. The COR will forward a completed OFI-86C, FD-258, and Credit Release Authorization, to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

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3. Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, OFI-86C, by checking Block #7, Item 1. In block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.

6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing Requirements for Low Risk IT Service Contracts are as follows:

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents), must undergo a NACI that includes an agency check conducted by the CIS. The COR must request the CIS check as a part of the NACI.

E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the Department.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

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NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.

F. Access to National Security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

H.13 1352-239.73 Security Requirements for Information Technology Resources (Oct 2006).

(a) Applicability.

This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce sensitive, non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.

(b) Definitions.

For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in:

The Computer Security Act of 1987 (P.L. 100-235) (<http://www.osec.doc.gov/cio/oipr/ITSec/csa-1987.html>), including the following definition of the term:

(1) sensitive information "...any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

- The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3* (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The *DOC Security Manual, Chapter 18* (<http://home.commerce.gov/osy/SecurityManualSecurity%20%20Contents2.pdf>).
- Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information Technology Resources include, but are not limited to, hardware application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output),

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maintenance, programming and system administration of computer systems, networks, and telecommunications systems.

(c) The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (http://www.osec.doc.gov/cio/cio_it_policy_page.htm).

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security processing Requirements for Service Contracts*.

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy, Chapter 15, Section 15.3*. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by Section 15.4 or the *DOC IT Security Program Policy*.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR) 1352.209-72, *Restrictions Against Disclosure*.

(h) The Contractor shall afford DOC, including the Office of the Inspector General, access to the Contractor's and Subcontractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all Contractor owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with Chapter 6 of the *DOC IT Security Program Policy*. Specifically, the Contractor shall:

(1) Within 14 days after contract award, the Contractor shall submit for DOC approval, a System Certification Work Plan, including project management (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy, Section 6.5.2*. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the Contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

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(2) Upon approval the Contractor shall follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy, Section 6.2*, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy, Section 6.3.1.2*.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of Clause)

H.14 1352.237-73 KEY PERSONNEL (MARCH 2000)

- a. The contractor shall designate key personnel in each task order.
- b. The contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.
- c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitution, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.15 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY SYSTEMS (OCT 2003)

(a) Contractor personnel requiring any access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. DOC shall provide screening using standard personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance:

- (1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the Information Technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- (2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require

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a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract regardless of the expected duration of the contract.

- (3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the start of work on the contract.
- (4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 days but is less than 365 calendar days. The SAC must be initiated within three working days of the start of work on the contract.
- (5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM) (<http://www.dss.mil/isec/nispom.htm>), and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the cognizant DOC

security office servicing your bureau, operating unit, or Departmental office. At the option of the Government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting officer.

(b) Within five (5) days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training and DOC IT Security Policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, Section 3.13 (<http://home.osc.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR) 1352.209-72, Restrictions Against Disclosures.

(d) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

H.16 1352.242-71 POST-AWARD CONFERENCE (MAR 2000)

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within 14 calendar days after the date of contract award. The conference will be held at:

National Data Buoy Center
Building 1100
Stennis Space Center, Mississippi 39529-6000
Tim Black 228-688-2382

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.
(End of clause)

H.18 AUTHORIZATION OF GOVERNMENT PAID TRAVEL

The Contractor shall be reimbursed for travel expenses in accordance with the Federal Travel Regulations, prescribed by the General Services Administration. Travel must be authorized on the task order.

H.19 AUTHORIZATION OF GOVERNMENT PAID TRAVEL

1. The Contractor shall be reimbursed for travel expenses in accordance with the Federal Travel Regulations (FTR), prescribed by the General Services Administration and supplemented by the NOAA Travel Regulations (NTR) and the Commerce Travel Handbook (CTH). For travel to be reimbursed it must be authorized by task order.
2. It is understood that where the FTR, NTR, or the CTH provide agency flexibilities that the contractor shall consult and request policy guidance from the Contracting Officer. Such guidance will be requested from the Contracting Officer and will result in an administrative modification to the contract. This will ensure fairness and equity of treatment for employees of the contractor and government when working in the same environment.
3. The policy of NDBC on CONUS AND OCONUS travel as related to travel aboard ship delineated in NTR 301-11.101(b)(i) is as follows:
 - CONUS per diem for employees aboard a ship that is not docked and meals are provided will be \$3.00 for incidentals.
 - OCONUS per diem for employees aboard a ship that is not docked and meals are provided will be \$3.50 for incidentals.

H.20 AWARD-TERM INCENTIVE

The Contractor can earn up to five (5) one-year options to extend the term of the contract by providing excellent service during the base and option period of the contract. Once an award-term option is earned, it may be exercised in accordance with FAR 17.207. The Director of the Office of Operational Systems, National Weather Service has been designated as the Term Determining Official (TDO).

Interim evaluations of the Contractor's performance shall be conducted at six (6) month intervals throughout the life of this contract. The Contractor shall be advised of the strengths/weaknesses in performance exhibited during the preceding six (6) months. No formal ratings will be assigned at this time. The Contractor shall submit a written self-evaluation to the Director of the National Data Buoy Center every six (6) months. The self-evaluation shall not exceed ten (10) pages.

The first Award-Term Evaluation will occur in first contract quarter of the fourth contract year of the base period. Additional evaluations will be held on an annual basis for the next four (4) years. The Contractor may earn one option year per evaluation. If the Contractor fails to earn an award-term option year in the first evaluation, the Contracting officer may declare the Award-Term Incentive void. If after earning its first award-term option year, the contractor fails to earn an award-term option year in any succeeding year of contract performance, the Contracting Officer may cancel any additional award-term option years that the Contractor has earned, but have not commenced, and declare the Award-Term Incentive void. If the Contracting Officer determines

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that the Contractor's performance does not conform to a material requirement of this contract at any time, then the Contracting Officer may cancel any additional award-term option years that the Contractor has earned, but have not commenced, and declare the Award-Term Incentive void. The Contracting Officer's decision in this regard is independent of any decision whether to terminate the contract for convenience or default.

The cancellation of any award-term option years or the voiding of the Award-Term Incentive for any reasons set forth in this clause shall not be considered a termination and shall not entitle a Contractor to remedies under any termination clause in this contract. Notwithstanding the provisions of this clause, the Government retains the right to terminate this contract for convenience or default in accordance with the clauses set forth in Section I.

H.21 HOLIDAYS AND ADMINISTRATIVE LEAVE

The Federal Government observes the following holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving	Christmas

And any other day designated as such by Federal Statute, Executive Order, or by Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed and when any such day falls on a Sunday, the following Monday is observed. Observation of these days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, estimated cost or fee, if any, except as set forth in the contract.

Contractor personnel performing on site under this contract shall limit their observation of holidays to those set forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either direct or indirect costs.

For Cost Plus Fixed Fee task orders: During inclement weather, if Stennis Space Center, MS, is open then Contractor employees shall report to work.

H.22 SECTION 508 ACCESSABILITY

All electronic and information technology procured through this contract shall be in compliance with 36 CFR 1194, unless an agency exception to this requirement exists. Details can be found at http://www.access-board.gov/sec508/508_standards.htm



SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov> <http://farsite.hill.af.mil/vffara.htm>

(End of Clause)

I.2 52.202-1 DEFINITIONS (JUL 2004)
(Reference 2.201)

I.3 52.203-3 GRATUITIES (APR 1984)
(Reference 3.202)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
(Reference 3.503-2)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
(Reference)

I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(Reference 4.303)

I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)
(Reference 4.1104)

I.12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
(Reference 9.409)

I.13 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
(Reference 15.209)

I.14 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 15.209)

I.15 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Reference 15.408)

I.16 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)

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- I.17 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Reference 15.408)
- I.18 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)
- I.19 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
(Reference 15.408)
- I.20 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
(Reference 15.408)
- I.21 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS
(PRB) OTHER THAN PENSIONS (JUL 2005)
(Reference 15.408)
- I.22 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)
- I.23 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
(Reference 16.307)
- I.24 52.216-8 FIXED FEE (MAR 1997)
(Reference 16.307)
- I.25 RESERVED
- I.26 RESERVED
- I.27 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS
CONCERNS (JUL 2005)
(Reference 19.1308)
- I.28 RESERVED
- I.29 RESERVED
- I.30 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference 19.708)
- I.31 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED
BUSINESS CONCERNS (SEP 2005)
(Reference 19.1104)
- I.32 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 22.103-5)
- I.33 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
(Reference 22.103-5)
- I.34 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 22.202)
- I.35 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (JUL 2005)
(Reference 22.305)
- I.36 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Reference 22.810)

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- I.37 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
(Reference)
- I.38 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]
(Reference 22.1310)
- I.39 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)
- I.40 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
(Reference)
- I.41 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
(Reference 22.1006)
- I.42 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(Reference 23.1005)
- I.43 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 23.505)
- I.44 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
(Reference 23.705)
- I.45 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference 23.906)
- I.46 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
(Reference 25.1103)
- I.47 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
(Reference)
- I.48 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT ONFRINGEMENT (DEC 2007)
(Reference)
- I.49 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)
(Reference)
- I.50 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(Reference 28.311-1)
- I.51 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
(Reference 29.401-3)
- I.52 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
(Reference 30.201-4)
- I.53 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
(Reference 30.201-4)
- I.54 52.232-1 PAYMENTS (APR 1984)
(Reference)
- I.55 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 32.111)
- I.56 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

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(Reference 32.111)

I.57 52.232-11 EXTRAS (APR 1984)
(Reference 32.111)

I.58 RESERVED

I.59 52.232-16 III PROGRESS PAYMENTS (APR 2003)-ALTERNATE III (APR 2003)
(Reference 32.502-4)

I.60 52.232-17 INTEREST (JUN 1996)
(Reference 32.617)

I.61 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference 32.705-1)

I.62 52.232-22 LIMITATION OF FUNDS (APR 1984)
(Reference)

I.63 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)

I.64 RESERVED

I.65 52.232-25 I PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)
(Reference 32.908)

I.66 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)
(Reference 32.1110)

I.67 52.233-1 DISPUTES (JUL 2002)
(Reference 33.215)

I.68 RESERVED

I.69 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
(Reference 33.106)

I.70 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
(APR 1984)
(Reference)

I.71 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(Reference 37.110)

I.72 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference)

I.73 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference)

I.74 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
(Reference 42.709-6)

I.75 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(Reference 42.703-2)

I.76 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 42.903)

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I.77 RESERVED

I.78 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)
(Reference 43.205)

I.79 52.244-2 SUBCONTRACTS (AUG 1998)
(Reference)

I.80 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 44.204)

I.81 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)
(Reference)

I.82 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)
(Reference 45.106)

I.83 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (MAY 2004)
(Reference 45.106)

I.84 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

I.85 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY
2004)
(Reference 49.502)

I.86 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(Reference 49.503)

I.87 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)

I.88 52.249-14 EXCUSABLE DELAYS (APR 1984)
(Reference)

I.89 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED
SERVICES (JAN 1991)
(Reference 51.105)

I.90 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53.111)

I.91 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through contract expiration

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

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I.92 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$1,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) "Maximum order." The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of the contract ceiling,
- (2) Any order for a combination of items in excess of the contract ceiling,

or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.93 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 calendar days following contract expiration.

(End of Clause)

I.94 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION)

Drafter IV, GS-7, 16.19
Drafter III, GS-5, 13.07
Drafter II, GS-4, 11.68
Engineering Technician VI, GS-11, 23.97
Engineering Technician V, GS-9, 19.81
Engineering Technician IV, GS-7, 16.19
Engineering Technician III, GS-5, 13.07
Electronic Technician, Maintenance III, WG-10, 19.66
Electronic Technician, Maintenance II, WG-9, 18.98
Electronic Technician, Maintenance I, WG-8, 18.32
Computer Operator IV, GS-7, 16.19
Computer Systems Analyst II, GS-12, 28.73
Computer Systems Analyst I, GS-11, 23.97
Supply Technician, GS-7, 16.19
Shipper/Receiver, WG-4, 15.45
Shipper/Packer, WG-4, 15.45
Warehouse Specialist, WG-5, 16.22
Illustrator III, GS-9, 19.81
Production Control Clerk, GS-6, 14.57
Word Processor III, GS-5, 13.07
Accounting Clerk II, GS-3, 10.41
Maintenance Machinist, WG-10, 19.66
Maintenance Trades Helper, WG-5, 16.55
Transportation Assistant, GS-7, 16.19
(End of clause)

I.95 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days of contract expiration.

(End of Clause)

I.96 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

LIST OF ATTACHMENTS-STATEMENT OF WORK/SPECIFICATIONS
ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY
RESULTANT CONTRACT

Exhibit A - Statement of Objectives

Exhibit B - Wage Board Determinations (WBD):

Wage Determination No.: 2005-2103 Rev: 5 Dated: 05/08/2008

Wage Determination No.: 2005-2301 Rev: 5 Dated: 09/17/2007

Exhibit C - Contractor's Small, Small Disadvantaged and Women-Owned Business
Subcontracting Plan, dated 1/10/05 and revised 4/12/05.

Exhibit D - NDBC Staffing Description Guide.

Exhibit E - Volume II of the Contractor's proposal dated 1/14/05 and revised
4/12/05 is incorporated into this contract by reference only.
Attached to this volume are for following plans:

1. Management Plan, dated 1/14/05 and revised 4/12/05
2. Award-Term Incentive Plan, dated 6/5/2008
3. Phase-In Plan, dated 1/14/05
4. Environmental and Safety Plan, dated 1/14/05
5. Quality Assurance Plan, dated 1/14/05 and revised 4/12/05

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WD 05-2301 (Rev.-5) was first posted on www.wdol.gov on 09/25/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2301
Revision No.: 5
Date Of Revision: 09/17/2007

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River,
Stone

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	11.56
01011 - Accounting Clerk I	13.71
01012 - Accounting Clerk II	16.77
01013 - Accounting Clerk III	17.46
01020 - Administrative Assistant	14.26
01040 - Court Reporter	9.78
01051 - Data Entry Operator I	10.98
01052 - Data Entry Operator II	12.53
01060 - Dispatcher, Motor Vehicle	10.28
01070 - Document Preparation Clerk	10.28
01090 - Duplicating Machine Operator	10.16
01111 - General Clerk I	11.08
01112 - General Clerk II	13.67
01113 - General Clerk III	16.05
01120 - Housing Referral Assistant	8.87
01141 - Messenger Courier	10.99
01191 - Order Clerk I	14.67
01192 - Order Clerk II	13.36
01261 - Personnel Assistant (Employment) I	14.37
01262 - Personnel Assistant (Employment) II	15.98
01263 - Personnel Assistant (Employment) III	17.03
01270 - Production Control Clerk	9.06
01280 - Receptionist	9.76
01290 - Rental Clerk	11.39
01300 - Scheduler, Maintenance	11.39
01311 - Secretary I	14.26
01312 - Secretary II	16.05
01313 - Secretary III	10.02
01320 - Service Order Dispatcher	17.46
01410 - Supply Technician	12.10
01420 - Survey Worker	10.34
01531 - Travel Clerk I	10.97
01532 - Travel Clerk II	11.51
01533 - Travel Clerk III	13.29
01611 - Word Processor I	14.92
01612 - Word Processor II	16.69
01613 - Word Processor III	

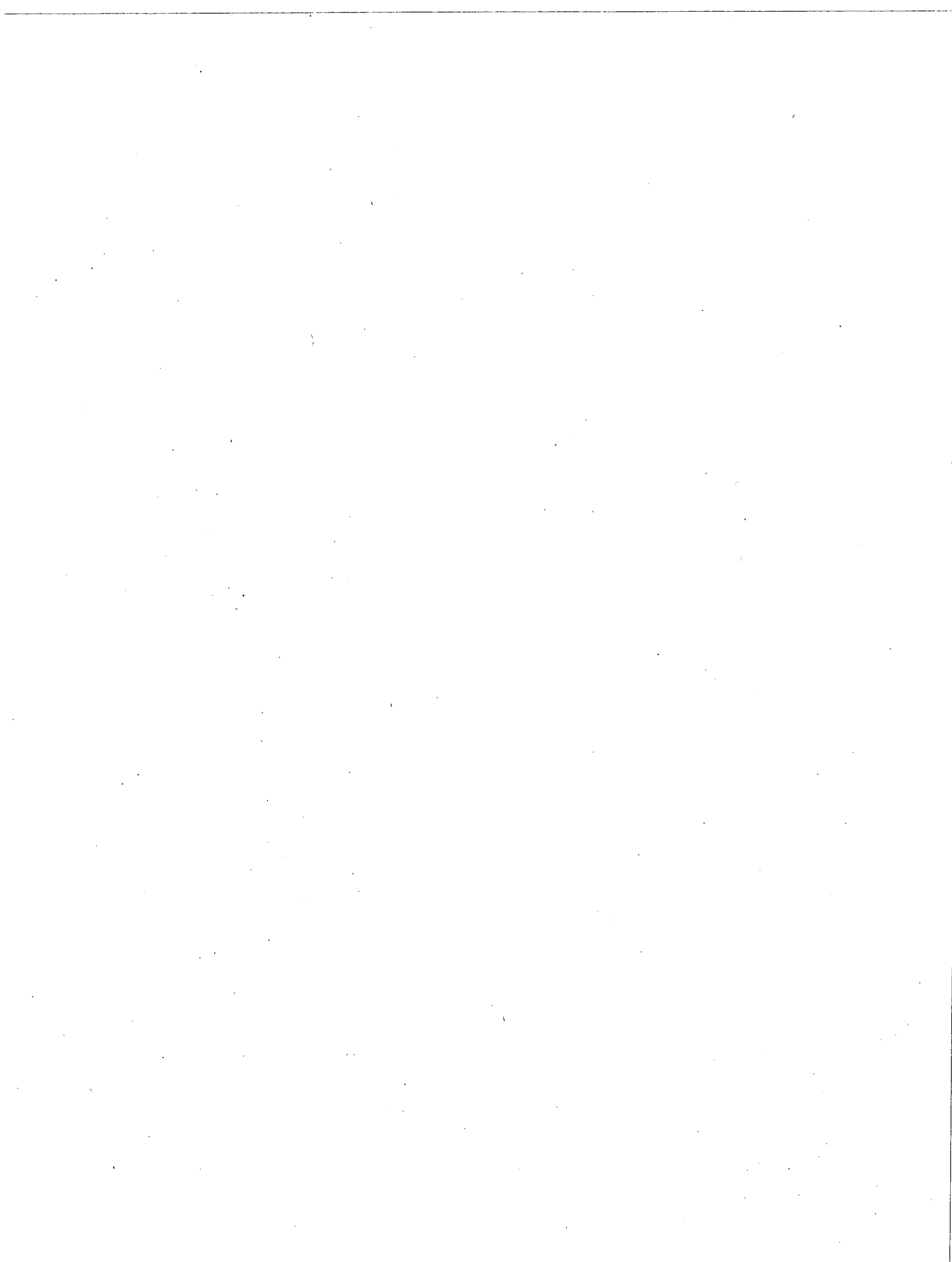
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05000 - Automotive Service Occupations	19.05
05005 - Automobile Body Repairer, Fiberglass	14.60
05010 - Automotive Electrician	14.03
05040 - Automotive Glass Installer	14.03
05070 - Automotive Worker	12.86
05110 - Mobile Equipment Servicer	15.17
05130 - Motor Equipment Metal Mechanic	14.03
05160 - Motor Equipment Metal Worker	16.10
05190 - Motor Vehicle Mechanic	12.32
05220 - Motor Vehicle Mechanic Helper	13.45
05250 - Motor Vehicle Upholstery Worker	14.03
05280 - Motor Vehicle Wrecker	14.60
05310 - Painter, Automotive	14.03
05340 - Radiator Repair Specialist	12.36
05370 - Tire Repairer	15.17
05400 - Transmission Repair Specialist	
07000 - Food Preparation And Service Occupations	11.09
07010 - Baker	10.17
07041 - Cook I	11.09
07042 - Cook II	8.41
07070 - Dishwasher	8.41
07130 - Food Service Worker	11.96
07210 - Meat Cutter	8.83
07260 - Waiter/Waitress	
09000 - Furniture Maintenance And Repair Occupations	15.00
09010 - Electrostatic Spray Painter	11.91
09040 - Furniture Handler	15.00
09080 - Furniture Refinisher	12.67
09090 - Furniture Refinisher Helper	13.82
09110 - Furniture Repairer, Minor	15.00
09130 - Upholsterer	
11000 - General Services And Support Occupations	8.41
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	10.41
11090 - Gardener	9.00
11122 - Housekeeping Aide	9.21
11150 - Janitor	9.04
11210 - Laborer, Grounds Maintenance	7.94
11240 - Maid or Houseman	8.31
11260 - Pruner	10.52
11270 - Tractor Operator	9.04
11330 - Trail Maintenance Worker	9.71
11360 - Window Cleaner	
12000 - Health Occupations	13.21
12010 - Ambulance Driver	13.76
12011 - Breath Alcohol Technician	16.64
12012 - Certified Occupational Therapist Assistant	16.64
12015 - Certified Physical Therapist Assistant	11.27
12020 - Dental Assistant	20.28
12025 - Dental Hygienist	20.84
12030 - EKG Technician	20.84
12035 - Electro-Neurodiagnostic Technologist	13.21
12040 - Emergency Medical Technician	12.30
12071 - Licensed Practical Nurse I	13.76
12072 - Licensed Practical Nurse II	15.34
12073 - Licensed Practical Nurse III	10.80
12100 - Medical Assistant	13.84
12130 - Medical Laboratory Technician	11.36
12160 - Medical Record Clerk	12.93
12190 - Medical Record Technician	11.36
12195 - Medical Transcriptionist	

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12210 - Nuclear Medicine Technologist	30.24
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	9.54
12223 - Nursing Assistant III	11.70
12224 - Nursing Assistant IV	13.13
12235 - Optical Dispenser	13.04
12236 - Optical Technician	11.65
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	12.98
12305 - Radiologic Technologist	20.23
12311 - Registered Nurse I	19.58
12312 - Registered Nurse II	23.94
12313 - Registered Nurse II, Specialist	23.94
12314 - Registered Nurse III	27.37
12315 - Registered Nurse III, Anesthetist	28.97
12316 - Registered Nurse IV	34.73
12317 - Scheduler (Drug and Alcohol Testing)	17.04
13000 - Information And Arts Occupations	16.53
13011 - Exhibits Specialist I	20.10
13012 - Exhibits Specialist II	25.61
13013 - Exhibits Specialist III	16.46
13041 - Illustrator I	20.10
13042 - Illustrator II	25.61
13043 - Illustrator III	22.44
13047 - Librarian	8.07
13050 - Library Aide/Clerk	20.26
13054 - Library Information Technology Systems Administrator	11.10
13058 - Library Technician	13.45
13061 - Media Specialist I	16.36
13062 - Media Specialist II	18.24
13063 - Media Specialist III	12.37
13071 - Photographer I	14.04
13072 - Photographer II	17.14
13073 - Photographer III	21.74
13074 - Photographer IV	25.37
13075 - Photographer V	14.62
13110 - Video Teleconference Technician	13.31
14000 - Information Technology Occupations	15.68
14041 - Computer Operator I	18.30
14042 - Computer Operator II	19.47
14043 - Computer Operator III	21.50
14044 - Computer Operator IV	17.82
14045 - Computer Operator V	22.02
14071 - Computer Programmer I (1)	26.47
14072 - Computer Programmer II (1)	27.62
14073 - Computer Programmer III (1)	25.26
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	13.31
14103 - Computer Systems Analyst III (1)	19.47
14150 - Peripheral Equipment Operator	25.26
14160 - Personal Computer Support Technician	28.12
15000 - Instructional Occupations	33.17
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.72
15020 - Aircrew Training Devices Instructor (Rated)	25.71
15030 - Air Crew Training Devices Instructor (Pilot)	33.17
15050 - Computer Based Training Specialist / Instructor	19.07
15060 - Educational Technologist	17.84
15070 - Flight Instructor (Pilot)	
15080 - Graphic Artist	
15090 - Technical Instructor	



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15095 - Technical Instructor/Course Developer	21.82
15110 - Test Proctor	14.40
15120 - Tutor	14.40
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	7.96
16010 - Assembler	7.96
16030 - Counter Attendant	9.21
16040 - Dry Cleaner	7.96
16070 - Finisher, Flatwork, Machine	7.96
16090 - Presser, Hand	7.96
16110 - Presser, Machine, Drycleaning	7.96
16130 - Presser, Machine, Shirts	7.96
16160 - Presser, Machine, Wearing Apparel, Laundry	9.77
16190 - Sewing Machine Operator	10.34
16220 - Tailor	8.31
16250 - Washer, Machine	
19000 - Machine Tool Operation And Repair Occupations	16.67
19010 - Machine-Tool Operator (Tool Room)	19.20
19040 - Tool And Die Maker	
21000 - Materials Handling And Packing Occupations	12.81
21020 - Forklift Operator	16.57
21030 - Material Coordinator	16.57
21040 - Material Expediter	10.38
21050 - Material Handling Laborer	10.73
21071 - Order Filler	12.81
21080 - Production Line Worker (Food Processing)	12.21
21110 - Shipping Packer	12.21
21130 - Shipping/Receiving Clerk	12.77
21140 - Store Worker I	14.96
21150 - Stock Clerk	12.81
21210 - Tools And Parts Attendant	12.81
21410 - Warehouse Specialist	
23000 - Mechanics And Maintenance And Repair Occupations	21.64
23010 - Aerospace Structural Welder	20.60
23021 - Aircraft Mechanic I	21.64
23022 - Aircraft Mechanic II	22.72
23023 - Aircraft Mechanic III	16.74
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	18.27
23060 - Aircraft Servicer	19.07
23080 - Aircraft Worker	15.97
23110 - Appliance Mechanic	12.36
23120 - Bicycle Repairer	21.80
23125 - Cable Splicer	15.40
23130 - Carpenter, Maintenance	14.60
23140 - Carpet Layer	18.11
23160 - Electrician, Maintenance	18.84
23181 - Electronics Technician Maintenance I	19.85
23182 - Electronics Technician Maintenance II	21.57
23183 - Electronics Technician Maintenance III	15.73
23260 - Fabric Worker	17.57
23290 - Fire Alarm System Mechanic	15.07
23310 - Fire Extinguisher Repairer	17.57
23311 - Fuel Distribution System Mechanic	15.07
23312 - Fuel Distribution System Operator	13.96
23370 - General Maintenance Worker	20.60
23380 - Ground Support Equipment Mechanic	18.27
23381 - Ground Support Equipment Servicer	19.07
23382 - Ground Support Equipment Worker	15.07
23391 - Gunsmith I	16.37
23392 - Gunsmith II	17.57
23393 - Gunsmith III	

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23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.84
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.05
23430 - Heavy Equipment Mechanic	17.47
23440 - Heavy Equipment Operator	15.09
23460 - Instrument Mechanic	17.57
23465 - Laboratory/Shelter Mechanic	16.98
23470 - Laborer	10.38
23510 - Locksmith	16.05
23530 - Machinery Maintenance Mechanic	18.58
23550 - Machinist, Maintenance	17.57
23580 - Maintenance Trades Helper	13.84
23591 - Metrology Technician I	17.57
23592 - Metrology Technician II	18.17
23593 - Metrology Technician III	18.70
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.13
23760 - Painter, Maintenance	14.52
23790 - Pipefitter, Maintenance	17.78
23810 - Plumber, Maintenance	16.75
23820 - Pneudraulic Systems Mechanic	17.57
23850 - Rigger	17.57
23870 - Scale Mechanic	16.37
23890 - Sheet-Metal Worker, Maintenance	16.61
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	18.82
23932 - Telecommunications Mechanic II	21.72
23950 - Telephone Lineman	18.82
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	17.57
23970 - Woodcraft Worker	17.57
23980 - Woodworker	15.07
24000 - Personal Needs Occupations	7.52
24570 - Child Care Attendant	9.95
24580 - Child Care Center Clerk	8.73
24610 - Chore Aide	12.13
24620 - Family Readiness And Support Services Coordinator	11.08
24630 - Homemaker	
25000 - Plant And System Operations Occupations	18.70
25010 - Boiler Tender	14.66
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	13.84
25190 - Ventilation Equipment Tender	14.52
25210 - Water Treatment Plant Operator	
27000 - Protective Service Occupations	12.35
27004 - Alarm Monitor	9.45
27007 - Baggage Inspector	11.87
27008 - Corrections Officer	13.91
27010 - Court Security Officer	14.52
27030 - Detection Dog Handler	12.79
27040 - Detention Officer	15.28
27070 - Firefighter	9.45
27101 - Guard I	13.94
27102 - Guard II	14.75
27131 - Police Officer I	16.36
27132 - Police Officer II	
28000 - Recreation Occupations	10.73
28041 - Carnival Equipment Operator	12.29
28042 - Carnival Equipment Repairer	9.25
28043 - Carnival Equipment Worker	12.36
28210 - Gate Attendant/Gate Tender	

SECTION J
LIST OF ATTACHMENTS

28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	16.21
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	14.77
29000 - Stevedoring/Longshoremen Occupational Services	16.99
29010 - Blocker And Bracer	16.37
29020 - Hatch Tender	16.37
29030 - Line Handler	16.28
29041 - Stevedore I	17.65
29042 - Stevedore II	
30000 - Technical Occupations	32.97
30010 - Air Traffic Control Specialist, Center (HFO) (2)	22.73
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	16.28
30021 - Archeological Technician I	18.25
30022 - Archeological Technician II	22.56
30023 - Archeological Technician III	24.35
30030 - Cartographic Technician	15.17
30040 - Civil Engineering Technician	16.94
30061 - Drafter/CAD Operator I	20.60
30062 - Drafter/CAD Operator II	21.32
30063 - Drafter/CAD Operator III	26.24
30064 - Drafter/CAD Operator IV	14.77
30081 - Engineering Technician I	16.58
30082 - Engineering Technician II	18.58
30083 - Engineering Technician III	22.98
30084 - Engineering Technician IV	28.80
30085 - Engineering Technician V	34.00
30086 - Engineering Technician VI	23.70
30090 - Environmental Technician	18.70
30210 - Laboratory Technician	22.31
30240 - Mathematical Technician	15.09
30361 - Paralegal/Legal Assistant I	18.49
30362 - Paralegal/Legal Assistant II	22.64
30363 - Paralegal/Legal Assistant III	27.37
30364 - Paralegal/Legal Assistant IV	22.04
30390 - Photo-Optics Technician	21.10
30461 - Technical Writer I	25.77
30462 - Technical Writer II	31.21
30463 - Technical Writer III	20.95
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.39
30493 - Unexploded Ordnance (UXO) Technician III	20.95
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	18.89
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.94
30621 - Weather Observer, Senior (2)	
31000 - Transportation/Mobile Equipment Operation Occupations	8.72
31020 - Bus Aide	13.56
31030 - Bus Driver	10.74
31043 - Driver Courier	7.09
31260 - Parking and Lot Attendant	11.24
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	11.24
31361 - Truckdriver, Light	15.35
31362 - Truckdriver, Medium	15.21
31363 - Truckdriver, Heavy	15.21
31364 - Truckdriver, Tractor-Trailer	
99000 - Miscellaneous Occupations	

SECTION 5
LIST OF ATTACHMENTS

99030 - Cashier	7.31
99050 - Desk Clerk	9.13
99095 - Embalmer	20.95
99251 - Laboratory Animal Caretaker I	10.19
99252 - Laboratory Animal Caretaker II	10.48
99310 - Mortician	20.95
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.01
99710 - Recycling Laborer	13.98
99711 - Recycling Specialist	15.40
99730 - Refuse Collector	12.24
99810 - Sales Clerk	10.23
99820 - School Crossing Guard	12.89
99830 - Survey Party Chief	13.44
99831 - Surveying Aide	8.90
99832 - Surveying Technician	12.21
99840 - Vending Machine Attendant	12.35
99841 - Vending Machine Repairer	14.04
99842 - Vending Machine Repairer Helper	12.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg: 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

SECTION V
LIST OF ATTACHMENTS

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

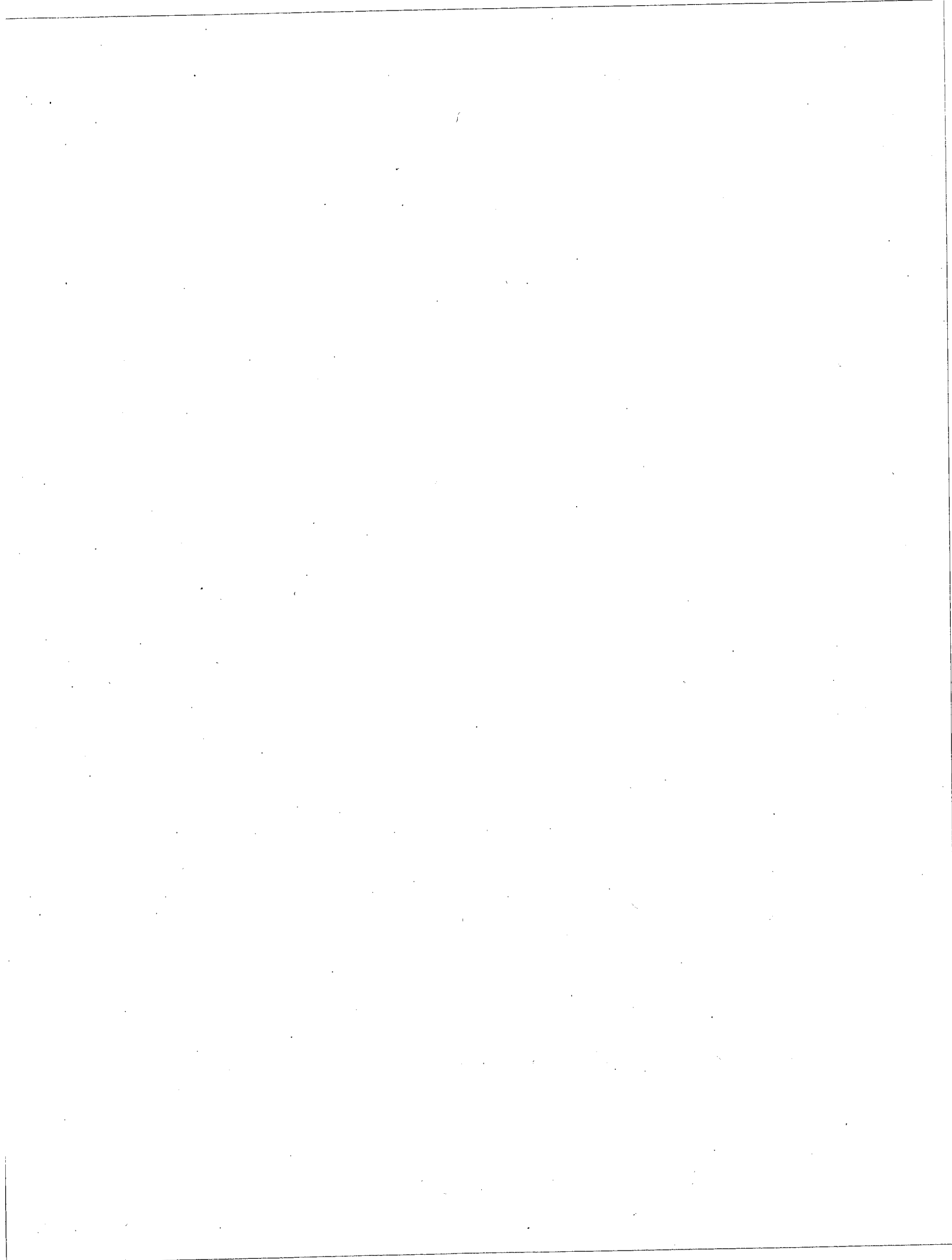
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to



SECTION 5
LIST OF ATTACHMENTS

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

SECTION J
LIST OF ATTACHMENTS

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION 3
LIST OF ATTACHMENTS

WD 05-2103 (Rev.-5) was first posted on www.wdol.gov on 05/13/2008

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 5
Date Of Revision: 05/08/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,
St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King
George, Loudoun,, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	14.05
01011 - Accounting Clerk I	15.78
01012 - Accounting Clerk II	20.27
01013 - Accounting Clerk III	25.95
01020 - Administrative Assistant	19.46
01040 - Court Reporter	13.07
01051 - Data Entry Operator I	14.26
01052 - Data Entry Operator II	16.79
01060 - Dispatcher, Motor Vehicle	13.64
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.92
01111 - General Clerk I	15.32
01112 - General Clerk II	18.74
01113 - General Clerk III	23.83
01120 - Housing Referral Assistant	11.25
01141 - Messenger Courier	14.74
01191 - Order Clerk I	16.29
01192 - Order Clerk II	16.90
01261 - Personnel Assistant (Employment) I	18.90
01262 - Personnel Assistant (Employment) II	21.66
01263 - Personnel Assistant (Employment) III	21.29
01270 - Production Control Clerk	13.18
01280 - Receptionist	16.16
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	17.26
01311 - Secretary I	19.41
01312 - Secretary II	23.83
01313 - Secretary III	16.10
01320 - Service Order Dispatcher	25.95
01410 - Supply Technician	19.46
01420 - Survey Worker	12.59
01531 - Travel Clerk I	

SECTION J
LIST OF ATTACHMENTS

01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electro-Neurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85

SECTION U
LIST OF ATTACHMENTS

12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	18.55
13011 - Exhibits Specialist I	23.33
13012 - Exhibits Specialist II	28.11
13013 - Exhibits Specialist III	20.40
13041 - Illustrator I	25.28
13042 - Illustrator II	30.91
13043 - Illustrator III	28.00
13047 - Librarian	13.77
13050 - Library Aide/Clerk	25.29
13054 - Library Information Technology Systems Administrator	19.05
13058 - Library Technician	17.03
13061 - Media Specialist I	19.05
13062 - Media Specialist II	21.24
13063 - Media Specialist III	14.67
13071 - Photographer I	17.18
13072 - Photographer II	21.52
13073 - Photographer III	26.05
13074 - Photographer IV	29.15
13075 - Photographer V	17.59
13110 - Video Teleconference Technician	
14000 - Information Technology Occupations	17.78
14041 - Computer Operator I	19.88
14042 - Computer Operator II	22.17
14043 - Computer Operator III	24.64
14044 - Computer Operator IV	27.28
14045 - Computer Operator V	23.12
14071 - Computer Programmer I (1)	
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	17.78
14150 - Peripheral Equipment Operator	24.64
14160 - Personal Computer Support Technician	
15000 - Instructional Occupations	34.77
15010 - Aircrew Training Devices Instructor (Non-Rated)	42.72
15020 - Aircrew Training Devices Instructor (Rated)	50.81
15030 - Air Crew Training Devices Instructor (Pilot)	



SECTION D
LIST OF ATTACHMENTS

15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	9.29
16010 - Assembler	9.29
16030 - Counter Attendant	12.21
16040 - Dry Cleaner	9.29
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	12.79
16190 - Sewing Machine Operator	13.57
16220 - Tailor	10.16
16250 - Washer, Machine	
19000 - Machine Tool Operation And Repair Occupations	18.95
19010 - Machine-Tool Operator (Tool Room)	23.05
19040 - Tool And Die Maker	
21000 - Materials Handling And Packing Occupations	17.90
21020 - Forklift Operator	21.29
21030 - Material Coordinator	21.29
21040 - Material Expediter	12.65
21050 - Material Handling Laborer	13.87
21071 - Order Filler	17.90
21080 - Production Line Worker (Food Processing)	14.46
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	10.91
21140 - Store Worker I	15.70
21150 - Stock Clerk	17.90
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	
23000 - Mechanics And Maintenance And Repair Occupations	25.68
23010 - Aerospace Structural Welder	24.46
23021 - Aircraft Mechanic I	25.68
23022 - Aircraft Mechanic II	26.97
23023 - Aircraft Mechanic III	16.61
23040 - Aircraft Mechanic Helper	23.42
23050 - Aircraft, Painter	18.71
23060 - Aircraft Servicer	19.90
23080 - Aircraft Worker	20.60
23110 - Appliance Mechanic	14.43
23120 - Bicycle Repairer	24.98
23125 - Cable Splicer	20.88
23130 - Carpenter, Maintenance	19.33
23140 - Carpet Layer	26.56
23160 - Electrician, Maintenance	22.73
23181 - Electronics Technician Maintenance I	24.13
23182 - Electronics Technician Maintenance II	25.42
23183 - Electronics Technician Maintenance III	18.04
23260 - Fabric Worker	21.46
23290 - Fire Alarm System Mechanic	16.50
23310 - Fire Extinguisher Repairer	22.81
23311 - Fuel Distribution System Mechanic	19.38
23312 - Fuel Distribution System Operator	21.17
23370 - General Maintenance Worker	24.46
23380 - Ground Support Equipment Mechanic	

LIST OF ATTACHMENTS

23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62
23850 - Rigger	21.62
23870 - Scale Mechanic	19.33
23890 - Sheet-Metal Worker, Maintenance	21.62
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	21.62
23970 - Woodcraft Worker	21.62
23980 - Woodworker	16.63
24000 - Personal Needs Occupations	11.63
24570 - Child Care Attendant	16.15
24580 - Child Care Center Clerk	10.00
24610 - Chore Aide	14.25
24620 - Family Readiness And Support Services Coordinator	16.75
24630 - Homemaker	
25000 - Plant And System Operations Occupations	26.10
25010 - Boiler Tender	20.23
25040 - Sewage Plant Operator	26.10
25070 - Stationary Engineer	18.37
25190 - Ventilation Equipment Tender	20.23
25210 - Water Treatment Plant Operator	
27000 - Protective Service Occupations	19.43
27004 - Alarm Monitor	12.66
27007 - Baggage Inspector	21.30
27008 - Corrections Officer	23.26
27010 - Court Security Officer	19.43
27030 - Detection Dog Handler	21.30
27040 - Detention Officer	22.39
27070 - Firefighter	12.66
27101 - Guard I	19.43
27102 - Guard II	24.58
27131 - Police Officer I	28.24
27132 - Police Officer II	

SECTION C
LIST OF ATTACHMENTS

28000 - Recreation Occupations	13.59
28041 - Carnival Equipment Operator	14.63
28042 - Carnival Equipment Repairer	9.24
28043 - Carnival Equipment Worker	13.01
28210 - Gate Attendant/Gate Tender	11.59
28310 - Lifeguard	14.56
28350 - Park Attendant (Aide)	10.62
28510 - Recreation Aide/Health Facility Attendant	18.04
28515 - Recreation Specialist	11.59
28630 - Sports Official	18.21
28690 - Swimming Pool Operator	
29000 - Stevedoring/Longshoremen Occupational Services	22.60
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	20.82
29041 - Stevedore I	23.68
29042 - Stevedore II	
30000 - Technical Occupations	36.27
30010 - Air Traffic Control Specialist, Center (HFO) (2)	25.01
30011 - Air Traffic Control Specialist, Station (HFO) (2)	27.54
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	17.82
30021 - Archeological Technician I	19.87
30022 - Archeological Technician II	25.95
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	23.78
30040 - Civil Engineering Technician	18.72
30061 - Drafter/CAD Operator I	20.94
30062 - Drafter/CAD Operator II	24.60
30063 - Drafter/CAD Operator III	30.26
30064 - Drafter/CAD Operator IV	20.95
30081 - Engineering Technician I	23.53
30082 - Engineering Technician II	26.31
30083 - Engineering Technician III	32.61
30084 - Engineering Technician IV	39.88
30085 - Engineering Technician V	48.25
30086 - Engineering Technician VI	23.50
30090 - Environmental Technician	22.36
30210 - Laboratory Technician	28.94
30240 - Mathematical Technician	20.71
30361 - Paralegal/Legal Assistant I	25.69
30362 - Paralegal/Legal Assistant II	31.38
30363 - Paralegal/Legal Assistant III	37.97
30364 - Paralegal/Legal Assistant IV	27.33
30390 - Photo-Optics Technician	21.27
30461 - Technical Writer I	25.98
30462 - Technical Writer II	31.44
30463 - Technical Writer III	23.05
30491 - Unexploded Ordnance (UXO) Technician I	27.89
30492 - Unexploded Ordnance (UXO) Technician II	33.43
30493 - Unexploded Ordnance (UXO) Technician III	23.05
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	24.35
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	26.38
30621 - Weather Observer, Senior (2)	
31000 - Transportation/Mobile Equipment Operation Occupations	12.50
31020 - Bus Aide	18.19
31030 - Bus Driver	12.71
31043 - Driver Courier	9.53
31260 - Parking and Lot Attendant	14.69
31290 - Shuttle Bus Driver	13.98
31310 - Taxi Driver	

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31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage

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rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour, conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

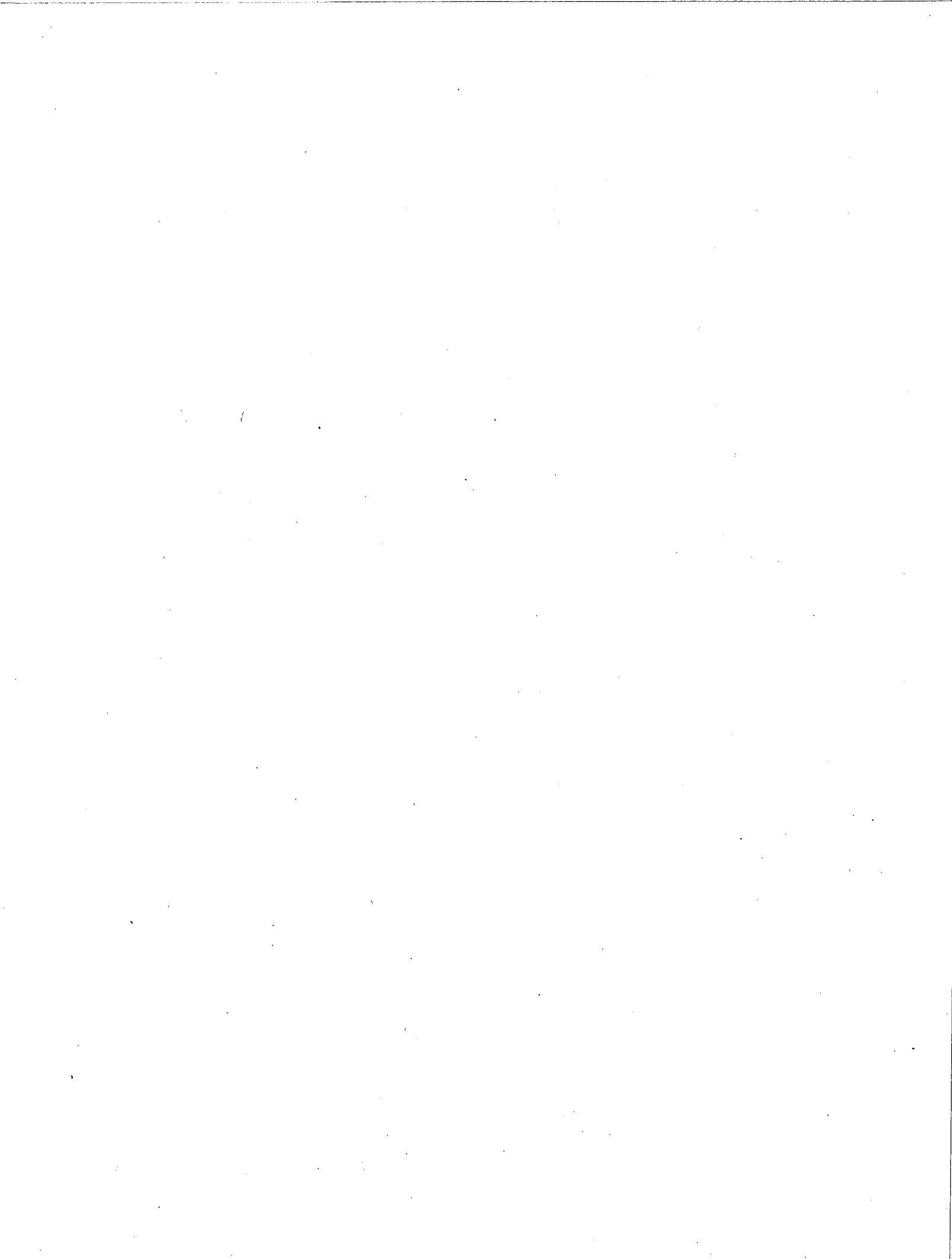
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance



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operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi))

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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